

# THE DAILY Pacific Commercial Advertiser IS PUBLISHED EVERY MORNING.

**TERMS OF SUBSCRIPTION.**  
Per annum.....\$5 00  
Six months.....3 00  
Per month.....50c  
Subscriptions Payable Always in Advance.

Communications from all parts of the Kingdom will always be very acceptable.  
Persons residing in any part of the United States can remit the amount of subscription due by Post Office money order.  
Matter intended for publication in the editorial columns should be addressed to  
"EDITOR PACIFIC COMMERCIAL ADVERTISER."  
Business communications and advertisements should be addressed simply  
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## THE Pacific Commercial Advertiser

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Five Cents per Copy.

WEDNESDAY : : : March 30th.

### POLYNESIAN DOMINION--PROCLAMATION.

Convention Between the Kingdom of Samoa and the Kingdom of the Hawaiian Islands.

By virtue of my inherent and recognized rights as King of the Samoan Islands by My own people and by treaty with the three Great Powers of America, England and Germany, and by and with the advice and consent of the Legislature of the Kingdom of Samoa, I do hereby freely and voluntarily offer and agree and bind myself to enter into a political Confederation with His Majesty Kalakaua, King of the Hawaiian Islands, and I hereby give this solemn pledge that I will conform to whatever measures may hereafter be adopted by His Majesty Kalakaua and be mutually agreed upon to promote and carry into effect this political Confederation, and to maintain it now and forever.

In witness whereof I have hereunto set My hand and seal this 17th day of February, A. D. 1887.

(M. R.) MALIETOA,  
King of Samoa.  
By the King:  
(Signed) Wm. Coe.

"We, Taimua and Faipule, of the Government of Samoa, appointed by the House of Taimua and Faipule, hereby approve of and support the above agreement."  
(Signed)  
TAIMUA. DISTRICTS. FAIPULE. DISTRICTS.  
UTUMAFU. Ito o tane. JAFU. Loa Atua.  
PAU. Falealea. YAFAL. Lanuana.  
TUTIAM. Lufi. UUGA. Ito tane.  
TUAO. Latumoa. ALPIRIA. Lufi. Lufi.  
LEIATUA. Manono. TAOTUA. Falealea.  
TEO. Tuamasa. PAANAU. Ito tane.  
SU. Faleao. PALANU. Ito tane.  
MOLIOLO. Atua. VALUN. Aana. J.

(Signed)  
WILLIAM COE, LE MAMEA,  
Assistant Secretary of State, Minister of Interior,  
Etc., Etc.

I hereby certify that the foregoing is a full and true translation of the original document in the Samoan language.  
WILLIAM COE,  
H. S. M.'s Interpreter.

Kalakaua, by the Grace of God of the Hawaiian Islands, King. To all to whom these Presents shall come, Greeting: Whereas, on the seventeenth day of February last past His Majesty Malietoa, King of the Samoan Islands, entered into an Agreement and Treaty binding himself to enter into a Political Confederation with Us, and whereas the said Agreement and Treaty was at the same time approved by the Taimua and Faipule of Samoa and accepted in Our name by Our Minister Plenipotentiary, Honorable John E. Bush; now, therefore, having read and considered the said Agreement and Treaty, We do by these Presents approve, accept, confirm and ratify it for Ourselves, Our Heirs and Successors, subject to the obligations which His Majesty Malietoa may be under to those Foreign Powers with which He and the People of Samoa and the Government thereof have at this time any treaty relations, engaging and promising upon Our Royal Word to enter into Political Confederation with His Majesty King Malietoa, and to conform to such measures as may be hereafter agreed upon between Us for the carrying into effect of such Confederation. For the greater testimony and validity of all which We have caused the Great Seal of Our Kingdom to be affixed to these Presents, which We have signed with Our Royal hand.

Given at Our Palace of Iolani this twentieth day of March, in the year of Our Lord one thousand eight hundred and eighty-seven, and in the fourteenth year of Our reign.

(M. R.) KALAKAUA,  
By the King:  
(Signed) WALTER M. GIBSON,  
Minister of Foreign Affairs and Premier.

Now be it known that the above Treaty having been duly accepted and ratified by His Majesty the King:  
Therefore the said Treaty has become a part of the laws of this Kingdom and is to be observed accordingly.

WALTER M. GIBSON,  
Minister of Foreign Affairs,  
Foreign Office, Honolulu, March 21, 1887.

### April Term of Supreme Court.

The April term of the Supreme Court will open on Monday next, April 4th, Mr. Justice McCully, presiding. The calendar contains sixty-three cases, divided as follows: Hawaiian jury, 5; foreign jury, 21; mixed jury, 8; banco, 20; divorce, 9.

## THE ALLIE ROWE CASE.

Breach of the Immigration Ordinance.

Conviction of Captain Phillips and Appeal.

Considerable interest was evinced in the proceedings at the Police Court yesterday against Captain Phillips of the Hawaiian brig Allie Rowe, who was prosecuted by the Government for a breach of the Immigration Ordinance. The case was called on adjournment at 10 o'clock a. m., when His Excellency Attorney General Rosa appeared for the prosecution and Mr. Thurston for the defense. There were present, besides several prominent citizens, His Excellency George W. Merrill, United States Minister Resident; Major J. H. Wodehouse, H. B. M.'s Commissioner and Consul General; M. Feer, French Commissioner and Consul; and Senor Canavaro, Portuguese Consul and Commissioner. Hon. A. S. Cleghorn, Inspector General of Immigration, was also in attendance. Judge Dayton presided.

The charge was read. It was generally for a breach of the Immigration Ordinance dated January 14, 1881, consisting of eight sections, and more especially of sections 1, 2 and 3, as follows:

First--On the arrival of any ship or vessel at any port of this Kingdom, having fifty or more immigrants on board seeking employment in this Kingdom, said immigrants shall not be landed from any such ship or vessel until permission to do so shall have been granted by the President, or by an agent of the Board of Immigration.

Second--When such permission is obtained, the commanding officer of a vessel bringing such immigrants shall cause them to be landed at such place provided by the Board of Immigration as may be indicated by the Agent of the Board of Immigration as aforesaid.

Third--Any officer of any vessel bringing immigrants as aforesaid, who shall land or allow any such passengers or immigrants to be landed, and any person who shall aid or abet in the landing of such passengers or immigrants without the permission and otherwise than in the manner as in the two preceding articles provided for, shall be liable to pay a fine not exceeding the sum of one thousand dollars on conviction before any police or district magistrate.

Mr. Thurston objected. The defendant could not be held to answer generally under every section of the Ordinance and specifically under three of them. The charge should be confined to these three sections.

The Attorney General said the other sections were simply explanatory of what should be done when immigrants landed. No penalty was attached to them. The gravamen of the charge lay in the violation of the three sections specified, which provided for the imposition of a penalty.

Objection overruled, and Captain Phillips pleaded not guilty.

W. O. Atwater, examined by the Attorney General, deposed: I am Secretary of the Board of Immigration and its executive officer. Was so in March, 1887. There was permission granted to Mr. Cooke to introduce South Sea Islanders, but not for this vessel. The following letter was then handed to witness:

HONOLULU, H. I., Sept. 13, 1886.  
"To His Excellency W. M. Gibson,  
"President of the Bureau of Immigration:

"Dear Sir--The undersigned would respectfully ask of His Excellency Mr. Gibson, President of the Hawaiian Board of Immigration, that Captain John Phillips, of the Hawaiian brig Allie Rowe, be appointed a special agent for the Board of Immigration, that he may act under proper authority in recruiting laborers in New Hebrides group for Messrs. Hackfeld & Co. and Messrs. Castle & Cooke, for plantation use, during the present voyage of the Allie Rowe.

"The Allie Rowe can accommodate two hundred (200) people, and the undersigned would ask permission to recruit that number.

"Yours respectfully,  
"Pacific Navigation Company,  
"Per A. F. Cooke, President."

Examination continued: That letter was received, and the following letter was written in reply thereto:

"DEPARTMENT OF THE INTERIOR,  
"Bureau of Immigration,  
"Honolulu, Sept. 15, 1886."

"A. F. Cooke, Esq.,  
"President Pacific Navigation Co.,  
"Honolulu.

"Sir: I am instructed by His Excellency the President of the Board of Immigration to say in reply to your favor of the 13th instant, asking authority to recruit labor from the New Hebrides Islands, that His Majesty's Government are not prepared to assume any of the responsibilities connected with the Polynesian Immigration at the present time.

"I have the honor to be your obedient servant,  
"Wm. O. ATWATER,  
"Secretary of Board of Immigration."

A third letter was read and handed to witness. It is as follows:

"HONOLULU, H. I., Sept. 15, 1886.  
"To His Excellency W. M. Gibson,  
"President Bureau of Immigration,

"Dear Sir: The undersigned would respectfully ask of His Excellency W. M. Gibson, President of the Hawaiian Board of Immigration, that he would grant permission to Captain John Phillips of the Hawaiian brig Allie Rowe to recruit plantation laborers for Messrs. H. Hackfeld & Co. and Messrs. Castle & Cooke, or others, and at their own expense. The total number not to exceed two hundred statute adult laborers. The expense of recruiting the same to be borne by the undersigned.

"Yours respectfully,  
"Pacific Navigation Co.,  
"Per A. F. Cooke, President."

Examination continued: No permission was granted after the date of the first letter either to Captain Phillips, the Pacific Navigation Company or to anyone else. If any permission had been granted I would have known. Certainly none has been granted by the authority of the Board of Immigration. I have no personal knowl-

edge of any immigrants being introduced. [At this stage the counsel for defense admitted the publication of the ordinances.]

Cross-examined by Mr. Thurston: I have charge of the landing of immigrants under the Board. I am always notified on the arrival of Portuguese and Japanese immigrants, and go down to take charge. I cannot say whether Mr. Cooke availed himself of the permission I spoke of. I think it was the case when Captain Tierney was in charge. Mr. Cooke was agent of the vessel. The immigrants were brought here for the Planters' Labor and Supply Company. They came under the auspices of the Board of Immigration, but were assigned and distributed by the Planters' Labor and Supply Company. My letter was in reply to both these letters so far as I can remember. I cannot state definitely that I did reply to both. I do not know why Mr. Cooke wrote the second letter, which is similar in purport to the first one. I know of no communication passing between Mr. Cooke and any officer of the Board of Immigration other than what appears in the letters. Mr. Cooke told me that he had seen Mr. Gibson, President of the Board, between writing the first and second letters, and that he (Gibson) had said it was all right. The Allie Rowe arrived on a Sunday afternoon. Mr. Cooke telephoned to my house about 9 o'clock. My wife received the message. It was that the Allie Rowe had arrived and that I was wanted at Mr. Cooke's office next morning between 8 and 9 o'clock.

I went there at about half-past 8 on Monday and saw the Secretary of the company and Captain Phillips. I think Mr. Turrill may have said that the immigrants were on board the Allie Rowe and that they were anxious to get them off that afternoon. I may have asked Captain Phillips how many people he had. I think he said about 125 altogether--105 men. He asked if I would like to go on board, and I said "No." It is very likely I said, "I will have nothing to do with this, it is a private venture," when the Captain asked me to go on board. I said so through the telephone to Mr. Cooke. I said when I left the office that if Mr. Cooke wanted me he could telephone. He did so, and asked me if I was an agent to take acknowledgments to labor contracts. I answered "No." He then said he would like to get the immigrants ashore from the Allie Rowe. I said the Board of Immigration had nothing to do with it; it was a private enterprise. He did not ask me to come down and attend to the distribution of the immigrants.

Re-examined by the Attorney General: I said it was a private enterprise of my authority. I was not instructed to say so. Did not notify the President or the Board itself. Did not consider it necessary. Spoke to Mr. Hassinger about it. I said it was a private enterprise because no authority had been granted for any vessel to go down there and collect immigrants. I do not know of any letter having been received from Mr. Cooke or anyone else asking permission for the immigrants to land. If such a letter had been received it would be on file. I did not go to the Pacific Navigation Company's office officially, as officially I had nothing to do with the case. None of these immigrants were landed at the place set apart for that purpose by the Board of Immigration. Since I have been Secretary of the Board all immigrants have been landed there, except in one case when they came under the auspices of the Government for the Planters' Labor and Supply Company and were distributed by the company without going to the depot.

A. F. Cooke examined by the Attorney General: Recollect the arrival of the Allie Rowe on March 13th. She had two cabin passengers, white men, and 125 second-class passengers, dark-skinned men and women. They were from the New Hebrides. The latter were put on board the inter-island steamers as plantation laborers. They went under contract. [An argument took place at this point as to whether evidence regarding the contract was admissible. The Attorney General contended that he had a right to show that these people came here as immigrants under contract and could not be treated as ordinary passengers. Those making the contracts should be known, and where the immigrants went to and all about them. There should be no desire to screen anyone. Mr. Thurston said there was no such desire. The contract had nothing to do with the case. The question was whether they were landed in accordance with law. Everything had been conducted above-board on their side. The Court decided to receive the evidence.]

Examination resumed: These people were shipped--25 for Haiku Sugar Company, 20 for Paia Plantation, 17 to Lihue Plantation, 50 for Koloa Sugar Company, and 13 for Kekaha Mill Company. The contracts were signed on board the Allie Rowe. I was not there. Mr. Gulick took the acknowledgments. The agents of the plantations attended to the shipping of them--Mr. James Castle for Haiku and Paia, and Mr. Loe for Hackfeld & Co. for the others. I was anxious to get the people away as soon as possible to save expense. Forty-five of them went away on Monday afternoon. [Letters above printed handed witness.] The first application was refused. I made another application, as the result of a conversation I had with Mr. Gibson, President of the Board of Immigration. He promised me a letter to the Captain, so that in case any question might arise as to his authority he could show that he was recognized by the Government. On the strength of that promise I made the contract. That accounts for the second letter. I was fully of the impression that the letter of permission would come. I waited a few days and then dispatched the vessel, hoping to forward the letter by steamer to Auckland, thence to Savannah harbor, to meet the Allie Rowe on her arrival. Did not receive this letter. Had conversations in Mr. Gibson's office and again at his own house. The people by the Allie Rowe are natives of New Hebrides. Converses with some of them; I recognized one as having been here before. Their passage was arranged I think with the agents. I do not know if they are to take it out of their pay. The agents paid the vessel \$105 per head. That includes men and women. I entered them as passengers at the Custom House.

The cross-examination by Mr. Thurston which followed had reference to the conversations Mr. Cooke had had with Mr. Gibson, the points agreeing generally with the direct examination. Mr. Gibson's view of the case had been changed, witness said, when he understood that the Government was not to be called upon to bear any share of the expense. He then promised he would give him a letter for the Captain recognizing the Allie Rowe as a recruiting vessel to go on a private venture for laborers. The second letter was the result of that conversation, and asked only for permission. The first had asked for the Captain to go as a Government agent. Had an interview with Mr. Gibson a month or two after about the letter, but did not get any definite reason for his failing to send it as promised. When he received verbal permission he wrote a letter of instructions to the Captain, in which the following passage occurs: "If the Minister does not send us a commission before you sail, you will receive it at Savannah harbor by next mail from Auckland." Mr. Cooke was then cross-examined as to his communication with Mr. Atwater after the arrival of the Allie Rowe, but no new point was elicited. He telephoned to Mr. Atwater in his official capacity.

A recess was taken at this point. At half-past one the cross-examination was resumed: Was agent for the brig Hazard in October, 1884. The laborers were landed in precisely the same way as those by the Allie Rowe. The Julia arrived in 1882. Her immigrants were taken direct from the vessel to the inter-island boats.

Re-examined by the Attorney General: By a private venture I mean where the expenses are paid by private parties and not by the Government. If the Government granted permission to private parties, and yet paid no expenses, it would be generally regarded as a Government enterprise. Thought that the written objection by the Government had reference to the expense, although it might mean international obligations connected with the vessel and others. Further questions followed regarding his interviews with Mr. Gibson. With regard to the brig Hazard spoken of, there was a Government agent on board; there was also a Government agent on board the Julia. In November, 1885, and December, 1886, witness had brought up island laborers without any Government agent, and they had been distributed without interference by the Government. They were brought in by his own account.

Mr. Thurston argued that this was no offense. Anyone had a right to import laborers from Japan or anywhere else, except from China. The question was whether they were lawfully landed. He objected to this line of examination.

Objection overruled and direct examination resumed: The Malolo brought 21 or 22 in 1885 and took them back the following year, bringing 57 in 1886. There was no Government agent on board to see them land. These were private ventures.

Charles T. Gulick, examined by the Attorney General: I am an agent to take acknowledgments for labor contracts. I took acknowledgments on board the Allie Rowe, in Honolulu harbor, on the 14th of this month. I took 125 acknowledgments. The persons acknowledging contracts were dark-skinned men. The contract was three years in all cases. I do not know where the contracts were signed. They were all complete when placed in my hands. The signatures or marks of the people were made previous to being placed in my hands, and I do not know how long before. I personally talked in English to them in groups. There were numbers in the different groups to speak English well enough to communicate with me and then with each other. They were grouped according to the island from which they came. There were a number who apparently understood English. I did not ask them what they came here for further than the natural questions regarding the contract and their agreement to it. I acted in the first place for Castle & Cooke, and when the plantations for which they were agents were disposed of, at the request of Mr. Loe, of Hackfeld & Co., I acted for them. I saw no passengers on board except dark-skinned people. I took no acknowledgment from two white men as parties to the labor contract.

His Excellency Walter M. Gibson, examined by the Attorney General: In September, 1886, I was Minister of the Interior and ex-officio President of the Board of Immigration. I remember the President of the Pacific Navigation Company making application for authority to recruit for labor in the South Seas. I also remember my action in refusing that permission. [Argument ensued on the question: "Did you at any time after that refusal tell Mr. Cooke that he might have permission?" Mr. Thurston argued that this raised the question of veracity between Mr. Cooke and Mr. Gibson. Both were witnesses for the Crown, and it was a well established rule of law that a party to a suit could not contradict his own witness. The Attorney General disclaimed such a purpose, and the Court ruled that the examination might proceed.] Mr. Gibson then deposed that before the first application had been received, in conversation with Mr. Cooke regarding recruiting in the South Seas, reference was made to the fact that the Government had previously permitted this, by authorizing Captain Phillips of vessels to act as agents. Witness said the Government now looked at the matter differently: that it was viewed with disfavor by foreign nations, and that there had been wrong doing in connection with it, of which our own Courts had to take cognizance; that for these reasons the Government would not undertake it and would not authorize private parties to undertake it under the Hawaiian flag. That was before the first letter was received. Upon its receipt he dictated the reply that had been read. In conversations subsequent to this letter he called to mind a discussion of the question and something like an appeal for a reconsideration of the decision then taken; but he had never verbally promised to reverse it. That would have been most inconsistent with his own views as expressed in conversation with Mr. Cooke and stated in the letter, as well as with the views of the members of the Government with whom he had spoken on the subject of South Sea Island immigration. If he had made such a promise his course would have been to recall by letter the formal refusal and then to grant an authorization in writing. This had not been done. The Government was strongly opposed to any permission such as was asked for by Captain Phillips, or to anyone going to the South Seas, to recruit for labor. [Second letter from Mr. Cooke handed to witness.] I do not know if this letter is on file in the Immigration office. It could not have been written in consequence of any verbal promise of his to reverse the formal decision. It would have been utterly inconsistent with his views and the policy of the Government to do so.

Mr. Thurston cross-examined as to the recollection of the various conversations by witness, but brought out no new point except the general statement that Mr. Cooke's second letter might have been written owing to a remark by witness in one of their many conversations that he had better put his views in writing. That was what he usually did in similar cases. He could not take official cognizance of conversations, and the presumption in favor of this view was strong, because if he had made the promise attributed to him in his second letter. He did not do so, but simply shifted his ground and asked for permission to recruit under the flag and not for an authorization for the Captain as Government agent. He would readily swear that he had no recollection of ever having assented to anything of the kind attributed to him by Mr. Cooke. The second letter had not been replied to, he presumed, because it needed no reply, the matter having been already settled.

Charles Henderson examined by the Attorney General: I was first officer of the brig Allie Rowe on her last voyage. She had 125 natives of the New Hebrides on board. They came as laborers. They were recruited in the New Hebrides in the usual manner. By "usual manner," I mean men going in boats, giving them a certain amount of stuff and making agreements. I was present at the making of these agreements. It was that they should serve as laborers for three years at \$5 a month. I recruited the principal part of them myself. The contracts were made on board the ship--all of them. The contracts were executed down South by the Captain with the men.

Mr. Thurston said: Each man as he came on board signed a contract and the Captain signed it as witness. Here the men signed it with the agents. We can produce all the contracts. If the Attorney General thinks there was any kidnapping down there he is mistaken.

The Attorney General objected to this kind of sneering remarks. Counsel was not now in the Legislature to sneer at gentlemen.

Examination resumed: Witness could not say if any of the contracts were made on board. The people were from different islands of the New Hebrides group.

It was then admitted that Captain Phillips was commander of the Allie Rowe.

Mr. Thurston, for the defense, asked for the dismissal of the charge, as no offense was proven. He proceeded to argue on the law and the facts.

The Attorney General followed on the points of law raised; whereupon Mr. Thurston said he would submit the case without producing further testimony.

The Court held, first, that the ordinance had been made in accordance with law and was binding; second, that it had been violated in landing the immigrants without authority, and he therefore fined Captain Phillips \$100. An appeal was taken by Mr. Thurston.

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This powder never varies. A marvel of purity, strength and whiteness. More economical than the ordinary kind, and cannot be sold in competition with the adulterated. It is a fact, short of which, no household is complete. Sold everywhere. ROYAL BAKING POWDER CO., 100 WALL ST.

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Proprietor.

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Secretary and Treasurer.

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Leading Millinery House,

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**Marshal's Notice of Sale.**

In the Supreme Court of the Hawaiian Islands.

THOMAS H. PATTERSON vs. THE BARK KALAKAUA. In Admiralty.

Whereas, in certain proceedings in Admiralty brought by Thomas H. Patterson against the bark Kalakaua, a decree and order of sale was